



**CITY OF SPRINGFIELD, MISSOURI
DIVISION OF PURCHASES**

REQUEST FOR PROPOSAL NO. 140-2016

TREE INVENTORY SPRINGFIELD BOTANICAL GARDENS

RFP Due Date: 3:00 P.M. on March 18, 2016

Location: Division of Purchases, 218 E. Central, Springfield, MO 65802

Buyer: Todd Cox **Email:** tc Cox@springfieldmo.gov

Phone: 417-864-1708 **Fax:** 417-864-1927

Proposals will be received by the Purchasing Division at the specified location until the time and date cited above. Only proposals received by the correct time and date will be recorded.

Proposals must be submitted in an envelope with the Request for Proposal number and the Vendor's name and address clearly indicated on the envelope. All proposals must be completed in ink or typewritten and submitted by the time and date above.

Consultants are strongly encouraged to carefully read the entire Request for Proposal.

February 26, 2016
Issue Date

CITY OF SPRINGFIELD, MISSOURI
DIVISION OF PURCHASES
STANDARD INSTRUCTIONS TO PROPOSERS AND CONDITIONS OF REQUEST FOR PROPOSAL

1. PREPARATION OF PROPOSALS

A. Proposers are expected to examine the scope of services, delivery schedule, requirements and all instructions of the Request for Proposal. Failure to do so will be at Proposer's risk. In case of a mistake in extension, the unit price(s) will govern.

B. Any manufacturer's name, trade names, brand names, information and/or catalogue numbers listed in a specification are for information and are not intended to limit competition. The Proposer may offer any brand which meets or exceeds the specification for any item. If proposals are based on equivalent products, indicate on the proposal the manufacturer's name and model number. The Proposer shall explain in detail the reasons why the proposed equivalent will meet the specifications and not be considered an exception thereto. Proposals which do not comply with these requirements are subject to rejection. Proposals lacking any written indication of intent to propose an alternate brand will be received and considered in complete compliance with the specifications as listed on the proposal forms.

C. All supplies and equipment offered in a proposal must be new and of current production unless the Request for Proposal clearly specifies that used or reconditioned supplies or equipment may be offered.

D. Firm fixed prices shall be bid and include all packing, handling and shipping charges.

E. Unless otherwise indicated prices quoted shall be firm for acceptance for ninety days from proposal opening and for the specified contract period.

F. The City of Springfield does not pay federal excise and sales tax on direct purchases of tangible personal property. Exemption number A356656.

2. SUBMISSION OF PROPOSALS

A. A proposal submitted by a Proposer must (1) be manually signed by the Proposer on the Division of Purchases Request For Proposal Affidavit for Compliance form; (2) contain all information required by the Request For Proposal; (3) be priced as required; (4) be sealed in an envelope or container; (5) be attached to a security deposit if required; and (6) be delivered to the Division of Purchases and officially clocked in no later than the exact time and date specified on the Request For Proposal.

B. The sealed envelope or container containing a proposal should be clearly marked on the outside left corner with (1) the official Request For Proposal number and (2) the official closing date and time.

C. Do not submit proposals in response to other solicitations in the same sealed envelope. If more than one proposal is submitted in the same container, your proposal may be rejected as non-responsive.

3. MODIFICATION OR WITHDRAWAL OF PROPOSALS

A. Proposals may be modified or withdrawn by written or telegraphic notice received prior to the official closing date and time specified. A proposal may also be withdrawn or modified in person by the Proposer or his authorized representative provided proper

identification is presented before the official closing date and time. Verbal phone requests to withdraw or modify a proposal will not be considered.

B. After the official closing date and time, no proposal may be modified or withdrawn.

C. The proposal is firm for acceptance for ninety (90) days after proposal opening.

4. PROPOSAL OPENING

A. Proposal openings shall be public on the date and at the time specified on the proposal form. It is the Proposer's responsibility to assure that his proposal is delivered at the proper time and place of the proposal opening. Proposals which for any reason are not so delivered will be not considered. Offers by telegram, telephone, or facsimile will not be accepted, unless specifically authorized by the Request for Proposal. Proposal files may be examined during normal working hours by appointment.

5. AWARDS

A. Unless otherwise stated in the Request For Proposal, cash discounts for prompt payment of invoices will not be considered in the evaluation of prices, if part of the proposal. However, such discounts are encouraged to motivate prompt payment.

B. As the best interest of the City may require, the right is reserved to make awards; to reject any and all proposals or waive any minor irregularity of technicality in proposals received.

C. Awards will be made to the Proposer whose proposal (1) meets the specifications and all other requirements of the Request For Proposal and (2) is the best proposal, considering price, responsibility of the Proposer and all other relevant factors in the criteria for award.

D. Each proposal is received with the understanding that the acceptance in writing by the City of the offer to furnish any or all the materials, equipment, supplies or services described therein shall constitute a contract between the Proposer and the City; and shall bind the Proposer to furnish and deliver at the price, and in accordance with the conditions of said accepted proposal and detailed specifications.

6. OPEN COMPETITION

A. It is the intent and purpose of the Division of Purchases that the Request for Proposal permits free and open competition. However, it shall be the Proposer's responsibility to advise the Division of Purchases if any language, requirements, etc., or any combination thereof, inadvertently restricts or limits the requirement to a single source or otherwise prohibits the submission of a proposal. The notification should be received by the Division of Purchases at least ten days prior to the Request for Proposal closing date and time. The Proposer may submit a notification after the proposal closing provided sufficient time is permitted for a thorough review by the Division of Purchases and its decision will be final.

**CITY OF SPRINGFIELD, MISSOURI
DIVISION OF PURCHASES
STANDARD TERMS AND CONDITIONS OF PURCHASE**

A. This contract expresses the complete agreement of the parties and performance shall be governed solely by the terms and conditions contained herein. Changes, additions or modifications hereto must be in writing and signed by the Purchasing Agent.

B. **QUANTITIES:** The City of Springfield assumes no obligations for articles or materials shipped in excess in the quantity ordered. Any unauthorized quantity is subject to the City's rejection and returned at the Seller's expense.

C. **DELIVERY:** Time is of the essence of this order. If deliveries or completion time are not made at the time agreed upon, the City reserves the right to cancel or to purchase elsewhere and hold Seller liable for any re-procurement costs.

D. **SHIPMENT:** Deliveries shall be FOB: Destination unless otherwise specified by the City.

E. **INVOICES:** An original and three copies of the invoice shall be submitted and shall show the purchase order number or contract and contract release number and contain full descriptive information of item or services furnished.

F. **INSPECTION AND ACCEPTANCE:** No material received by the City pursuant to this contract shall be deemed accepted until the City has had reasonable opportunity to inspect said material. All material which is discovered to be defective or which does not conform to any warranty of the Seller herein upon inspection, or at any later time if the defects contained in the material were not reasonably ascertainable upon the initial inspection, may be returned at the Seller's expense for full credit or replacement. Such right to return offer to the City arising from the City's receipt of defective goods shall not exclude any other legal, equitable or contractual remedies the City may have therefore.

G. **WARRANTY:** Seller expressly warrants that all articles, materials and work covered by this contract will conform to each and every specification, drawing, sample or other description which is furnished to or is adopted by the City and that they will be fit and sufficient for the purpose intended, merchantable, of good material and workmanship, and free from defect. Such warranty shall not be deemed waived either by reason of the City's acceptance of said material or goods or by payment for them.

H. **PATENTS:** Seller guarantees that the sale or use of the articles described herein will not infringe upon any U. S. or foreign patent and Seller covenants that he will, at his own expense, defend every suit which may be brought against the City, or those selling or using City's product for any alleged infringement of any patent by reason of the sale or use of such articles and Seller agrees that he will pay all costs, damages and profits recoverable in any such suit.

I. **BANKRUPTCY OR INSOLVENCY:** In the event of any proceedings by or against either party, voluntary or involuntary, in bankruptcy or insolvency, or for the appointment of a receiver or trustee or an assignee for the benefit of creditors, of the property of Seller, or in the event of breach of any of the terms hereof including the warranties of the Seller, City may cancel this contract or affirm the contract and hold Seller responsible in damages.

J. **COMPLIANCE WITH APPLICABLE LAWS:** The Seller warrants its has complied with all applicable laws, rules and ordinances of the United States, or any state, municipality or any other governmental authority or agency in the manufacture or sale of the items covered by this contract, including but not limited to

all provisions of the Fair Labor Standard Act of 1938, as amended.

K. **INTERPRETATION OF CONTRACT AND ASSIGNMENTS:** The contract shall be construed according to the laws of the State of Missouri. The contract, or any rights, obligations or duties hereunder may not be assigned by Seller without City's written consent or any attempted assignment without such consent shall be void.

L. **TERMINATION OF CONTRACT:** The City reserves the right to terminate the contract at any time if any of the provisions of the contract are violated by the Contractor or by any of his Subcontractors, in the sole judgment and discretion of the City. In the event of such termination, the Contractor shall be liable for any excess costs incurred by the City. If the contract is so terminated, the City may purchase upon such terms and in such manner as the Purchasing Agent may deem appropriate, supplies or services similar to those so terminated, and that the Contractor will be liable for excess costs occasioned thereby.

M. **NON-DISCRIMINATION IN EMPLOYMENT:** In connection with the furnishing of supplies or performances or work under this contract, the Contractor agrees to comply with the Fair Labor Standard Act, Fair Employment Practices, Equal Opportunity Employment Act, and all other applicable federal and state laws, and further agrees to insert the foregoing provision in all subcontracts awarded hereunder.

N. **PROVISIONS BY LAW DEEMED INSERTED:** Each and every provision of the law and clauses required by law to be inserted in this contract will be deemed to be inserted herein and will read and enforced as though it were included herein, and if through mistake, or otherwise any such provision is not inserted, then upon the application of either party the contract will be physically amended to make such insertion or correction.

O. **PERFORMANCE BONDS:** If required, as a condition for the award of a contract, the amount of a performance bond will be described in the Request for Proposal at the time of issuance. The performance bond must be issued for the amount specified by a surety company, or secured with a certified check, cash, or cashiers check. No personal or company-check is acceptable.

P. **TAX-EXEMPT:** The City of Springfield is exempt from sales tax and Federal Excise Tax Certificate No. A356656.

Q. **ASSIGNMENT:** The Contractor shall not assign any interest in this contract, and shall not transfer any interest in the same (whether by assignment or novation), without prior written consent of the City thereto. Provided, however, that claims for money due or to become due to the Contractor from the City under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of such assignment or transfer shall be furnished in writing promptly to the City. Any such assignment is expressly subject to all rights and remedies of the City under this agreement, including the right to change or delete activities from the contract or to terminate the same as provided herein, and no such assignment shall require the City to give any notice to any such assignee of any actions which the City may take under this agreement, though City will attempt to so notify any such assignee.

1.0 SCOPE OF WORK

RFP #140-2016

- 1.1 **PURPOSE:** The Springfield Botanical Gardens at Nathanael Greene/Close Memorial Park seeks a tree inventory and to have an established on-going tree management plan.

This inventory will allow for an arboretum accreditation through “The Morton Arboretum ArbNet Arboretum” accreditation program. This accreditation will help the park meet industry standards, benchmark with peer institutions and professionally develop the staff and volunteers who maintain the garden while educating and motivating the community to care for urban forest.

- 1.2 **BACKGROUND:** The City of Springfield seeks proposals from arborist interested in providing a tree inventory and tree inventory management software. The city seeks to award this contract to conduct the tree inventory on approximately 2,400 trees at Nathanael Greene/Close Memorial Park 2400 S. Scenic Ave. Springfield, MO 65807

1.3 **REQUIREMENTS:**

1.3.1 Minimum Qualifications:

- 1.3.1.1 Consulting firm shall have completed a minimum of five (5) tree inventory projects similar in scope during the last three (3) years.
- 1.3.1.2 Each employee that will collect tree data shall have the necessary qualifications for completing tree inventory. No students or temporary employees shall be used. The qualifications for those taking the inventory shall include:
 - 1.3.1.2.1 International Society of Arboriculture arborist Certification
- 1.3.1.3 A senior inventory arborist shall be on-site at regular intervals to field-check the data collected by other staff to assure adherence to City work specifications and national industry standards.
- 1.3.1.4 Consulting firm shall have no less than three (3) certified arborist as designated by the International Society of Arboriculture on staff.
- 1.3.1.5 Vendor shall provide three (3) references from previous experience based on performing tree inventories of similar size for similar types of organizations.
- 1.3.1.6 Consulting firm shall be able to complete tree inventory based on the provided scope of work by April 30, 2016.
- 1.3.1.7 Consulting firm will be responsible for any errant tree site locations detected, due to operator error or equipment malfunctions. The correction responsibility shall belong to the consulting firm and shall be promptly remedied.

1.4 **SCOPE OF WORK:**

1.4.1 Tree inventory information collected shall include the following:

- 1.4.1.1 Location – Identify the location of each tree and/or site. The Coordinate System shall be U.S. State Plane 1983, Missouri East, NAD 83 (CONUS) unless otherwise directed by the City.

- 1.4.1.2 Species – Trees are identified by genus and species using both botanical and common names as well as by cultivars where appropriate.
- 1.4.1.3 Trunk Diameter – Diameter is measured to the nearest inch in one-inch increments at 4 ½ feet above the ground, or diameter-breast-height (DBH). Record as a single value, ranges will not be accepted.
- 1.4.1.4 Stems – Number of stems on trunks that are forked less than one (1) foot above ground level shall be recorded.
- 1.4.1.5 Condition – The general condition of each tree shall be rated according to the following categories adapted from the International Society of Arboriculture’s rating system:
- Excellent 100%
 - Good 80%
 - Fair 60%
 - Poor 40%
 - Critical 20%
 - Dead 0%
- 1.4.1.6 Assessed Value – Each tree inventoried shall have an assessed value based on the Guide for Plant Appraisal, 9th edition authored by the Council of Tree and Landscape Appraisers (CTLA). The software program utilized shall include the capability of tabulating, sorting and combining the assessed value of each tree by: street, subdivision, park, species.
- 1.4.1.7 Primary Maintenance Need – the following primary maintenance needs will be determined based on ANSI A300 standard specifications:
- **Removal** – Trees designated for removal have defects that cannot be cost-effectively or practically treated. The majority of trees in this category have a significantly large percentage of dead crown, trees that are low risk, but will never become valuable assets (ex: severely sunscalded or mower damaged) trees with safety risks that could be seen as potential threats to persons or property (ex: such as trees in poor locations or undesirable species).
 - **Tree Clean** – Trees designated in this category require selective removal of dead, dying, broken, sprawling live limbs and/or diseased wood to minimize potential risk. Priority of work should be dependent upon the risk associated with the individual trees. Trees in this category are large enough to require a bucket truck access or manual climbing.
 - **Young Tree Train** – Young trees must be pruned to correct or eliminate weak, interfering or objectionable branches in order to improve structure and minimize future maintenance issues. These 20-foot or less trees can be maintained by a grounds person.
 - **Stump Removal** – This category indicates a stump that should be removed. Any stump in the public right-of-way or park over 2 inches from ground level shall be specified for removal.
- 1.4.1.8 Risk Assessment – A level 2 qualitative risk assessment will be performed based on ANSI A300 (Part 9) standards along with the companion publication Best Management Practices: Tree Risk Assessment, published by the International Society of Arboriculture (2011). During the inventory, each tree will be assigned a risk rating. The specified time period for the risk

assessment is one year. Risk is assessed based on the degree to which trees are susceptible to failure. Ratings are determined by the following measurements:

- Likelihood of Failure. The chance of a tree failure occurring within the specified time frame (one year).
- Likelihood of Impacting a Target. The chance of a tree failure impacting a target during a specified time frame.
- Categorizing Likelihood of Tree Failure Impacting a Target. The chance of a tree failure occurring and impacting a target within the specified time frame.
- Consequence of Failure. Personal injury, property damage, or disruption of activities due to failure of a tree or tree part.

1.4.1.9 Risk Rating – The tree’s risk rating shall be determined based on a combination of the likelihood of tree failure impacting a target and the consequence of failure in the matrix below:

	Consequences			
Likelihood of failure	Negligible	Minor	Significant	Severe
Very Likely				
Likely				
Somewhat Likely				
Unlikely				

Tree risk assessors shall identify the tree failure mode having the greatest risk and report that as the tree risk rating. The date of the survey and name of the inspector shall be included on any assessment. The following ratings will be assigned:

- None. Used for planting and stump sites only.
- Low. The Low risk category applies when consequences are negligible and likelihood is unlikely or consequences are minor and likelihood is somewhat likely. Some trees with this level of risk may benefit from mitigation or maintenance measures, but immediate action is not usually required.
- Moderate. The moderate risk category applies when consequences are minor and likelihood is very likely or likely or likelihood is somewhat likely and consequences are significant or severe. In populations of trees moderate risk trees represent a lower priority than high or extreme risk trees.
- High. The high risk category applies when consequences are significant and the likelihood is very likely or likely, or consequences are severe and likelihood is likely. In population of trees the priority of High Risk trees is second only to extreme risk trees.
- Extreme. The Extreme Risk category applies in situations where tree failure is imminent and there is a high likelihood of impacting the target, and the consequences of the failure are severe. In some cases, this may mean immediate restriction of access to the target zone area to avoid injury to people.

1.4.2 Tree Inventory Software: A tree inventory data management software program shall be included with proposal. The software program required by the City will be a web based software package, accessible by Microsoft Internet Explorer 8 or higher. The inventory software shall be capable of supporting a tree inventory that has ESRI Geographic Information Systems (GIS) data associated with it, as well as supporting a Tree Inventory that does not have GIS data associated with it.

The software program shall consist of an administration center, query system that supports any combination of available data fields, a calls module, a work order and work history module, and a reporting system which includes customizable reports that can be saved. GIS data shall work with a mapping window to display and manage the geographically referenced tree inventory data and track tree work and maintenance history.

Primary map page shall show points representing the individual trees contained within the inventory database along with various map layers. Map page shall provide the user with basic functions of GIS including: zoom, pan, label and identify. The data shall be able to be manipulated directly on the map through the following functions: add, delete, move, edit tree points. Software shall provide the user with a visual representation of the tree inventory.

The map window shall utilize the ESRI File Geodatabase or shapefile format and/or .tif image files. Tree attributes shall be exportable for use in spreadsheets or other database software and the tree shapefile shall be exportable for use in other ESRI products now or in the future.

Software intent is to be used for public education and awareness. Software shall have the ability to display “guest” version of the inventory data that contains the environmental benefits information but does not display risk, work orders/history, call information etc. The public interface should enable the City to make custom filters and/or queries for displaying tree trails or other desirable features.

Software shall have the ability to integrate with mobile devices or tablets. The mobile solution shall use the devices integrated GPS to accurately locate and place tree points. The mobile solution shall be a fully functioning version of the software thus enabling the City to make edits, query data, update work orders, take photos etc. with live data in the field.

1.4.2.1 The City may require additional test of the contractor’s GPS and GIS equipment and mapping capabilities of staff by requiring the consulting firm to collect location data on known reference points in the city.

1.4.3 The Selection Committee will evaluate proposals and a recommendation will be made to the Purchasing Agent. Each proposal will be evaluated for full compliance with the RFP instructions to the Offeror and the mandatory terms and conditions set forth within the RFP. The objective of the evaluation will be to recommend the firm who is most responsive to the herein described needs of the City. Proposals which are responsive to this Request for Proposal will be evaluated based on, but not limited to the following criteria:

Evaluation of vendor’s proposals will be weighed on the following criteria:

30% Methodology – demonstrate through proposal how the vendor will conduct the work outlined in the RFP and demonstrates the ability to perform the work described.

30% Experience – vendor demonstrates history of previous experience performing related projects of complex nature, including but not limited to similar size and type of organization.

20% Cost – Must have a cost that meets the project budget. This project is being accomplished through grant money and must be able to be completed within a range of \$19,000.00 or under.

15% References – based on references submitted as part of the RFP.

5% Staff – Capability and qualifications of staff as outlined in the minimum qualifications.

The City of Springfield reserves the right to reject any qualifications based non compliance with standards outlined in the RFP.

1.4.4 City provided Information – The following will be provided by the city in order to assist the consulting firm awarded the inventory:

1.4.4.1 Maps of area to be inventoried.

1.4.4.2 Boundary or other information to enable the contractor to determine if trees are located on public property.

1.4.4.3 GIS data layers and digital ortho-photographs of the City.

1.4.4.4 Ability to contact specified City supervisor on a daily basis in necessary.

1.5 SCHEDULE: The following is the schedule of events which are anticipated by the City for the implementation and completion of the project. The City may, in its discretion, revise the schedule of events at any time as may be in its best interests:

Publish Request for Proposal	February 26, 2016
Final Questions Due from Offerors	March 7, 2016
City's Response to Questions	March 10, 2016
Proposals Due	March 18, 2016

1.5.1 Following the notification of the selected firm, it is expected a contract will be executed between both parties as soon as possible.

2.0 FORMAT AND CONTENT OF PROPOSAL

RFP #140-2016

Proposal Terms and Conditions:

The following terms and conditions apply to submitting proposals in response to this Request for Proposal:

- 2.1 Incurred expenses:** This City is not responsible for any expenses which proposers may incur in preparing and submitting proposals called for in this Request for Proposals.
- 2.2 Interviews:** The City reserves the right to conduct personal interviews or require presentations of any or all proposers prior to selection. The City will not be liable for any costs incurred by the proposer in connection with such interviews/presentations (i.e. travel, accommodations, etc.)
- 2.3 Request for Additional Information:** The proposer shall furnish such additional information as the City of Springfield may reasonably require. This includes information which indicates financial resources as well as ability to provide and maintain the system and/or services. The City reserves the right to make investigations of the qualifications of the proposer as it deems appropriate.
- 2.4 Acceptance/Rejection/Modification to Proposals:** The City reserves the right to negotiate modifications to proposals that it deems acceptable, reject any and all proposals, and to waive minor irregularities in the procedures.
- 2.5 Proposals Binding:** All proposals submitted shall be binding for one hundred twenty (120) calendar days following the opening.
- 2.6 Proprietary Information:** In accordance with Public Records Law, and except as may be provided by other applicable State and Federal law, all proposers should be aware that Requests for Proposals and the responses thereto are in the public domain. However, the proposers are requested to identify specifically any information contained in their proposals which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exempting law.

All proposals received from proposers in response to this Request for Proposal will become the property of the City of Springfield and will not be returned to the proposers. In the event of contract award, all documentation produced as part of the contract will become the exclusive property of the City.

- 2.7 Proposer's Certification:** By submitting a proposal, the proposer certifies that he has fully read and understands the proposal method and has full knowledge of the scope and nature and quality of work to be performed. The proposer further certifies that no employee of the City has any direct or indirect financial interest in any resultant contract, and that no gratuities will be offered or provided to City of Springfield employees or their family members.
- 2.8 Information Required to be Submitted by Offeror:** Each Offeror shall submit the following information in order for its proposal to be adequately evaluated and considered:
- 2.9 Non-exclusive contract:** The agreement resulting from this RFP shall be a non-exclusive contract, and the City reserves the right to purchase same or like services from other sources the City deems necessary and appropriate.
- 2.10 Exceptions:** If the Offeror desires to take exception to any terms, conditions and requirements of the RFP, the Offeror must clearly state those exceptions on the Affidavit of Compliance. Exceptions taken by the Offeror may be considered in the evaluation of proposals.

- 2.11 Late proposals:** Proposals received by the City after the time specified for receipt will not be considered. Proposers shall assume full responsibility for timely delivery of the proposals to the location designated for receipt of proposals. The City of Springfield is not responsible for the U.S. Mail or private couriers in regards to mail being delivered by the specified time so that a proposal can be considered. All proposals will be received at the time and place specified and made available for public inspection when an award decision is made.
- 2.12 Completeness:** All information required by the Request for Proposal must be supplied to constitute a legitimate proposal. The City of Springfield reserves the right to use any and all information presented in any response to the Request for Proposal. Acceptance or rejection of the RFP does not effect this right.
- 2.13 Execution of Agreement:** It is anticipated the selection of a firm will be completed by May 15, 2006. The successful proposer shall, within thirty (30) calendar days after Notice of Award is issued by the City of Springfield Purchasing Division, enter into a contract with the City for the performance of work awarded to him and shall simultaneously provide any required bonds, indemnities and insurance certificates. A copy of the sample agreement is attached. Failure to comply within the established deadline for submittal of required documents may be grounds for cancellation of the award.
- 2.14 Professional Liability:** Technology Errors & Omissions insurance will be carried with a limit of at least One Million Dollars (\$1,000,000.00) per occurrence or glitch. Such coverage shall include content/intellectual property coverage, and security/identity theft coverage. If insurance is written on a claims-made basis, vendor must maintain continuous coverage with a retro-active date prior to the effective date of the contract.
- 2.15 Insurance Requirement:** Without limiting any of the other obligations or liabilities of the Contractor, the Contractor shall secure and maintain at its own cost and expense, throughout the duration of this Contract and until the work is completed and accepted by the City, insurance of such types and in such amounts as may be necessary to protect it and the interests of the City against all hazards or risks of loss as hereunder specified or which may arise out of the performance of the Contract Documents. The form and limits of such insurance, together with the underwriter thereof in each case, are subject to approval by the City. Regardless of such approval, it shall be the responsibility of the contractor to maintain adequate insurance coverage at all times during the term of the Contract. Failure of the Contractor to maintain coverage shall not relieve it of any contractual responsibility or obligation or liability under the Contract Documents.

The certificates of insurance, including evidence of the required endorsements hereunder or the policies, shall be filed with the City within ten (10) days after the date of the receipt of Notice of Award of the Contract to the Contractor and prior to the start of work. **All insurance policies shall provide thirty (30) days written notice to be given by the insurance company in question prior to modification or cancellation of such insurance and shall list the City as an additional insured and shall be accompanied by the policy's endorsements adding the City as an additional insured.** Such notices shall be sent via email to purchasingquotes@springfieldmo.gov, faxed to 417-864-1927, or mailed to:

City of Springfield - Division of Purchases, 218 E. Central, Springfield, MO 65802

The minimum coverage for the insurance referred to herein shall be in accordance with the requirements established below:

- A. **Workers' Compensation:** Statutory coverage per R.S.Mo. 287.010 et seq
Employer's Liability: \$1,000,000.00
- B. **Commercial General Liability Insurance:** Including coverage for Premises, Operations Products and Completed Operations, Contractual Liability, Broad Form Property Damage, Independent Contractors, Explosion, Collapse, and Underground Property Damage and endorsed for blasting if blasting required. Such coverage shall apply to Bodily Injury and Property Damage on an

“Occurrence Form Basis” with limits of **Two Million, Seven Hundred Thirty-Four Thousand, Five Hundred Sixty-Seven Dollars (\$2,734,567.00)** for all claims arising out of a single accident or occurrence and **Four Hundred Ten Thousand, One Hundred Eighty-Five Dollars (\$410,185.00)** for any one person in a single accident or occurrence.

- C. **Automobile Liability Insurance:** Covering Bodily Injury and Property Damage for owned, non-owned and hired vehicles with limits of **Two Million, Seven Hundred Thirty-Four Thousand, Five Hundred Sixty-Seven Dollars (\$2,734,567.00)** for all claims arising out of a single accident or occurrence and **Four Hundred Ten Thousand, One Hundred Eighty-Five Dollars (\$410,185.00)** for any one person in a single accident or occurrence.
- D. **Subcontracts:** In case any or all of this work is sublet, the Contractor shall require the subcontractor to procure and maintain all insurance, as well as endorsements, required by the City of Springfield as listed above. Contractor shall require any and all subcontractors with whom it enters into a contract to perform work on this project to protect the City through insurance against applicable hazards or risks and shall provide evidence of such insurance.
- E. **Notice:** The Contractor and/or subcontractor shall furnish the City prior to beginning the work, satisfactory proof of carriage of all the insurance required by this contract, with the provision that policies shall not be canceled, modified or non-renewed without thirty (30) days written notice to the City of Springfield.

3.0 SUBMISSION OF PROPOSALS

RFP #140-2016

- 3.1** In order for the Committee to adequately compare proposals and evaluate them uniformly and objectively, all proposals shall be submitted in accordance with this format. The proposal should be prepared simply and economically, providing straight-forward and concise information as requested.

A. QUALIFICATIONS

1. **Title Page:** The complete legal name, address, Federal ID number or Social Security number, permanent address and telephone number of the Offeror including the name of the person to contact for discussion of the proposal.
2. **Table of Contents**
3. **Letter of Transmittal** - Limit to one (1) or two (2) printed pages.
4. Overview of the company, including the year founded, office locations and the number of years you have provided the services specified herein.
5. A description of the firm's current staffing, and details as to the experience and educational qualifications of the individuals that would be primarily responsible for the project.

B. TECHNICAL INFORMATION

1. Provide sufficient information to indicate the Offeror understands the Scope of Work and to describe how the Offeror will plan, implement, and accomplish the project.
2. Provide a response to each of the minimum requirements and questions below: It is suggested that your response identify each requirement and question by item number.
3. Specifically discuss your approach to developing preliminary and final project plans.

C. OFFER AND SCHEDULE OF PROFESSIONAL FEES AND EXPENSES

The undersigned has thoroughly examined the entire Request for Proposal (RFP), including all amendments thereto, hereby offers to furnish all services in accordance with the requirements of the Request For Proposal, as described in the proposal attached hereto and incorporated herein, as follows:

PROVIDE A COMPLETE BREAKDOWN OF COSTS TO SUPPORT EACH ITEM AND SUB-ITEM LISTED.

ITEM ONE: Complete the project set forth in the Scope of Work at the fees and as described in the Offeror's proposal for a total amount of:

Not to exceed \$ _____

D. FORMS AND ATTACHMENTS

The Affidavit of Compliance Form is required to be sent with your proposal. Any exceptions to the RFP terms, conditions and requirements shall be stated on this form. Any amendments to the RFP shall be acknowledged on this form

- 3.2 PROPOSAL DUE DATE:** Sealed proposals with one (1) original and three (3) complete copies will be received at the Purchasing Division no later than 3:00 p.m. on Friday, March 18, 2016. Proposals will not be accepted after this time. Proposals shall be addressed as follows:

For Mail or Hand Delivery

CITY OF SPRINGFIELD, MO

TODD COX

218 E. CENTRAL

SPRINGFIELD, MO 65802

Submitted envelopes should be marked:

"REQUEST FOR PROPOSAL: #140-2016"

- 3.3 AMENDMENTS:** If it becomes necessary to revise or amend any part of this Request for Proposal, the City Purchasing Agent will furnish the revision by written Amendment to all prospective proposers who received an original Request for Proposal.

- 3.4 PROPOSAL EVALUATION PROCESS:** The steps and activities in the proposal process will include the following:

- 3.4.1 A Selection Committee consisting of at least three (3) members will be established to review and evaluate all proposals submitted in response to this Request for Proposals (RFP). The Committee shall conduct a preliminary evaluation of all proposals on the basis of the information provided and other evaluation criteria as set forth in this Request for Proposals or as reasonably determined by the Committee.
- 3.4.2 The Committee will first review each proposal for compliance with the minimum qualifications and mandatory requirements of the RFP. Failure to comply with any mandatory requirements may disqualify a proposal.
- 3.4.3 Proposals will then be evaluated and rated in accordance with the evaluation criteria. A shortlist will be developed listing the highest ranked proposals.
- 3.4.4 The City Purchasing Agent will confer with all responsible proposers who have been short listed and may arrange, if necessary, for interviews/presentations by the short listed firms.
- 3.4.5 The City Purchasing Agent reserves the right to conduct pre-award discussions and/or pre-contract negotiations with any or all responsive and responsible proposers who submit proposals determined to be reasonably acceptable of being selected for award. Proposers shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals and such revisions may be permitted after submission of proposals and prior to award of a contract.
- 3.4.6 The City reserves the right to reject any and all proposals and to waive minor irregularities. The City further reserves the right to seek new proposals when such a procedure is reasonable and in the best interests of the City to do so.

- 3.5 QUESTIONS REGARDING SPECIFICATIONS OR PROPOSAL PROCESS:** To ensure fair consideration for all proposers, the City prohibits communication to or with any department, board, or employee during the submission process, except as provided in paragraph (B) below. Additionally, the City prohibits communications initiated by a proposer to the City official(s) or employee(s) evaluating or considering the proposals prior to the time an award decision is made. Any communication between proposer and the City will be initiated by the appropriate City Official(s) or employee(s) in order to obtain information or clarification needed to develop a proper, accurate evaluation of the proposal. Such communications initiated by a proposer may be grounds for disqualifying the offending proposer from consideration for award of the proposal and/or any future proposal(s).
- 3.5.1 It will be the responsibility of the proposer to contact the Purchasing Division prior to submitting a proposal to ascertain if any amendments have been issued, to obtain all such amendments, and to acknowledge amendment with the proposal.

CONTRACT NO. _____

ADDRESS & PHONE OF CITY

Division of Purchases
218 E. Central
Springfield, MO 65802
417-864-1620

NAME, ADDRESS & PHONE OF CONSULTANT

AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 2016, by and between the City of Springfield, a municipal corporation of the State of Missouri, hereinafter referred to as the "City" with offices at 218 E Central (65802), P O Box 8368 (65801), Springfield, Missouri and _____ hereinafter referred to as the "Consultant."

WITNESSETH:

WHEREAS, the City of Springfield desires to engage the Consultant to render certain services hereinafter described in Request For Proposal #140-2016 which Request For Proposal is attached hereto and incorporated herein as Exhibit A; and

WHEREAS, the Consultant submitted a proposal dated _____ which proposal is attached hereto and incorporated herein as Exhibit B; and

WHEREAS, the Consultant has become the lowest and best Offeror for performing the services listed in the Notice of Award, which Notice of Award is attached hereto and incorporated herein as Exhibit C;

NOW, THEREFORE, the parties to the contract agree to the following:

1. The City agrees to engage the Consultant and the Consultant agrees to perform, in strict accordance with Exhibit A, and within the time specified therein, the services set forth in Exhibit C.
2. The services of the Consultant shall commence only as authorized in writing by City purchase order or other written notice and shall be undertaken and completed as promised by the Consultant in Exhibit B. The term of the Agreement shall be for the period specified in Exhibit C.
3. The City agrees to pay the Consultant in accordance with the prices and terms set forth in Exhibit B for work authorized by City purchase order or other written Notice by the City upon presentation of proper invoice and inspection by the City of work completed by the Consultant.
4. All information, data, and reports as are existing, available and necessary for the carrying out of the work, shall be furnished to the Consultant without charge, and the parties shall cooperate with each other in every way possible in carrying out the scope of services.
5. The Consultant shall fully coordinate its activities in the performance of the contract with the activities of the City.
6. The Consultant represents that Consultant will secure at Consultant's own expense, all personnel required to perform the services called for under this contract by Consultant. Such personnel shall not be employees of or have any contractual relationship with the City except as employees of the Consultant. All of the services required hereunder will be performed by the Consultant or under Consultant's direct supervision and all personnel engaged in the work shall be fully qualified and shall be authorized under state and local law to perform such services. None of the work or services covered by this contract shall be subcontracted without the written approval of the City.

7. **Termination:** If, through any cause, the Consultant shall fail to fulfill in timely and proper manner Consultant's obligations under this contract, or if the Consultant shall violate any of the covenants, agreements, or stipulations of this contract, the City shall thereupon have the right to terminate this contract by giving written notice to the Consultant of such termination and specifying the effective date thereof, at least five (5) days before the effective day of such termination. The City may, without cause, terminate this contract upon 30 day's prior written notice. **In either such event, all finished or unfinished documents, data, studies, reports, or other materials prepared by the Consultant shall, at the option of the City become its property.** The Consultant shall be entitled to receive just and equitable compensation for any satisfactory work completed. Notwithstanding the above, the Consultant shall not be relieved of liability to the City for damages sustained by the City by virtue of any such breach of the contract by the Consultant.
8. **Assignment:** The Consultant shall not assign any interest in this contract, and shall not transfer any interest in the same (whether by assignment or novation), without prior written consent of the City thereto. Provided, however, that claims for money due or to become due to the Consultant from the City under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of such assignment or transfer shall be furnished in writing promptly to the City. Any such assignment is expressly subject to all rights and remedies of the City under this agreement, including the right to change or delete activities from the contract or to terminate the same as provided herein, and no such assignment shall require the City to give any notice to any such assignee of any actions which the City may take under this agreement, though City will attempt to so notify any such assignee.
9. Any reports, data, or similar information given to or prepared or assembled by the Consultant under this contract which the City requests to be kept as confidential shall not be made available to any individual or organization by the Consultant without prior written approval of the City.
10. **Modification of Contract:** The Scope of Work to be done under the Contract shall be subject to modification and supplementation upon the written Agreement of the duly authorized representatives of the Contracting parties. No provision in the Contract shall be changed or modified without the execution of a formal amendment to the Contract, mutually agreed to by the City and the Consultant and processed through the Division of Purchases. Upon request by the City, the Consultant shall provide an estimate of cost of any additional work or services to be incorporated by a modification to the Scope of Work and the Contract.
11. **Contract Documents:** The agreement between the City of Springfield and the Consultant shall consist of (1) The Contract form which embodies the requirements contained herein, (2) the Request for Proposal, and any amendments thereto and, (3) the proposal, as accepted, submitted in response to the Request for Proposal. In the event of a conflict in language between the documents referenced above, the provisions and requirements set forth and/or referenced in the Contract shall govern over all other documents, and the Request for Proposal and amendments thereto shall govern over the Consultant's Proposal and amendments thereto. However, the City reserves the right to clarify any Contractual relationship in writing with the concurrence of the Consultant, and such written clarification shall govern in case of conflict with the applicable requirements stated in the Request for Proposal or the Consultant's proposal. In all other matters not affected by the written clarification, if any, the Request For Proposal shall govern. The Consultant is cautioned that the proposal shall be subject to acceptance without further clarification.
12. **Appropriation of Funds:** In the event that funds are not appropriated by the Council of the City of Springfield for any term of the contract or extension thereto or portion of any term of the contract which falls in a fiscal period other than a fiscal period for which funds have been appropriated, the contract shall terminate without notice at the end of the fiscal period for which funds are appropriated.
13. The Consultant agrees and understands that the City of Springfield's Agreement to the Contract may be predicated, in part and among other considerations, on the utilization of the specific individual(s) and/or personnel qualification(s) as identified and/or described in the Consultant's proposal.

Therefore, the Consultant agrees that no substitution of such specific individuals and/or personnel qualifications shall be made without the prior written approval of the City. The Consultant further agrees that any substitution made pursuant to this paragraph must be equal or better than originally proposed and that the City's approval of a substitution shall not be construed as an acceptance of the substitution's performance potential. The City of Springfield agrees that an approval of a substitution will not be unreasonably withheld.

14. **General Independent Contractor Clause:** This agreement does not create an employees/employer relationship between the parties. It is the parties intention that the Contractor will be an Independent Contractor and not the City's employee for all purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contributions Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue code, Missouri revenue and taxation laws, Missouri Workers' Compensation and unemployment insurance laws. The Contractor will retain sole and absolute discretion in the judgment of the manner and means of carrying out the Contractor's activities and responsibilities hereunder. The Contractor agrees that it is a separate and independent enterprise from the public employer, that is has a full opportunity to find other business, that is has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This agreement shall not be construed as creating any joint employment relationship between the Contractor and the City, and the City will not be liable for any obligation incurred by the Contractor, including but not limited to unpaid minimum wages and/or overtime premiums.
15. The Consultant shall not be entitled to any of the benefits established for the employees of the City nor be covered by the Workers Compensation Program of the City.
16. **Certification of Non-Resident/Foreign Consultants:** If the Consultant is a foreign corporation or non-resident Consultant, it is agreed that the Consultant shall procure and maintain during the life of this contract:
 - A. A certificate of authority to transact business in the State of Missouri from the Secretary of State, unless exempt pursuant to the provisions of Section 351.570 RSMo.
 - B. A certificate from the Missouri Director of Revenue evidencing compliance with transient employer financial assurance law, unless exempt pursuant to the provisions of Section 285.230 RSMo.
17. **Nondiscrimination:** The Contractor agrees in the performance of this contract not to discriminate on the ground or because of race, creed, color, national origin or ancestry, sex, religion, handicap, age, status as a protected veteran or status as a qualified individual with a disability, or political opinion or affiliation, against any employee of Contractor or applicant for employment and shall include a similar provision in all subcontracts let or awarded hereunder. The parties hereby incorporate the requirements of 41 C.F.R. §§ 60-1.4(a)(7), 29 C.F.R. Part 471, Appendix A to Subpart A, 41 C.F.R. § 60-300.5(a) and 41 C.F.R. § 60-741.5(a), if applicable.
 - a. **This contractor and subcontractor shall abide by the requirements of 41 C.F.R. § 60-300.5(a). This regulation prohibits discriminations against qualified protected veterans, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans.**
 - b. **This contractor and subcontractor shall abide by the requirements of 41 C.F.R. § 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.**
18. Consultant covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services to be

performed under this contract. The Consultant further covenants that in the performance of this contract no person having such interest shall be employed.

19. **Consultant's Responsibility for Subcontractors:** It is further agreed that Consultant shall be as fully responsible to the City for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as Contractor is for the acts and omissions of persons it directly employs. Consultant shall cause appropriate provisions to be inserted in all subcontracts relating to this work, to bind all subcontractors to Consultant by all the terms herein set forth, insofar as applicable to the work of subcontractors and to give Consultant the same power regarding termination of any subcontract as the City may exercise over Consultant under any provisions of this contract. Nothing contained in this contract shall create any contractual relation between any subcontractor and the City or between any subcontractors.
20. The certificates of insurance, including evidence of the required endorsements of the policies shall be filed with the City of Springfield within ten (10) days of the date of receipt of the Award of the contract to the Consultant and prior to the start of work. All insurance policies shall provide thirty (30) days written notice to be given by the insurance company in question, prior to modification or cancellation of insurance. Such notices shall be mailed, return receipt requested to:

Todd Cox
Division of Purchases
218 E. Central
Springfield, MO 65802

21. **Liability and Indemnity:**

- A. In no event shall the City be liable to the Contractor for special, indirect, or consequential damages, except those caused by the City's gross negligence or willful or wanton misconduct arising out of or in any way connected with a breach of this contract. The maximum liability of the City shall be limited to the amount of money to be paid or received by the City under this contract.
- B. The Contractor shall defend, indemnify and save harmless the City, its elected or appointed officials, agents and employees from and against any and all liability, suits, damages, costs (including attorney fees), losses, outlays and expenses from claims in any manner caused by, or allegedly caused by, or arising out of, or connected with, this contract, or the work or any subcontract there under (the Contractor hereby assuming full responsibility for relations with subcontractors), including, but not limited to, claims for personal injuries, death, property damage, or for damages from the award of this contract to Contractor.
- C. The Contractor shall indemnify and hold the City harmless from all wages or overtime compensation due any employees in rendering services pursuant to this agreement or any subcontract, including payment of reasonable attorneys' fees and costs in the defense of any claim made under the Fair Labor Standards Act, the Missouri Prevailing Wage Law or any other federal or state law.
- D. The indemnification obligations of Contractor hereunder shall not be limited by any limitations as to the amount or type of damages, compensation or benefits payable by or for the Contractor, under any federal or state law, to any person asserting the claim against City, its elected or appointed officials, agents and employees, for which indemnification is sought.
- E. The indemnification obligations herein shall not negate, abridge or reduce in any way any additional indemnification rights of the City, its elected or appointed officials, agents and employees, which are otherwise available under statute, or in law or equity.
- F. Contractor affirms that it has had the opportunity to recover the costs of the liability insurance required in this agreement in its contract price. Contractor's obligation under this agreement

to defend, indemnify and hold harmless any person from that person's own negligence or wrongdoing is limited to the coverage and limits of the applicable insurance.

22. **Conflict of Interest:** No salaried officer or employee of the City and no member of the City council shall have a financial interest, direct or indirect, in this contract. A violation of this provision renders the contract void. Any federal regulations and applicable provisions in RSMo. Chapter 105 shall not be violated.
23. **Entire Agreement:** This agreement, including the contract documents contained or referenced herein, constitutes the entire agreement between the parties. No modification, amendment, or waiver of any of the provisions of this agreement shall be effective unless in writing specifically referring hereto, and signed by both parties.
24. **Waiver:** No provision of the contract documents shall be construed, expressly or by implication, as a waiver by the City of any existing or future right or remedy available by law in the event of any claim of default or breach of contract.
25. **Jurisdiction:** This agreement and every question arising hereunder shall be construed or determined according to the laws of the State of Missouri. Should any part of this agreement be adjudicated, venue shall be proper only in the Circuit Court of Greene County, Missouri.
26. **Notices:** All notices required or permitted hereunder and required to be in writing may be given by first class mail addressed to Division of Purchases, 218 E Central (65802), P O Box 8368 (65801), Springfield, Missouri, and the Consultant at the address indicated on Affidavit of Compliance form. The date of delivery of any notice shall be the date falling on the second full day after the day of its mailing.

IN WITNESS WHEREOF the parties have hereunto set their hands and seals the date first above written.

CITY OF SPRINGFIELD, MISSOURI

By: _____
Michael Bell, Acting City Purchasing Agent

CONSULTANT

Company Name

By: _____
Signature

Name: _____
Print or type

Title: _____

DEPARTMENT CERTIFICATION:

This contract requires an encumbrance transaction (ET) or Purchase Order (PO) form.

Check One ☒ yes ☐ no

CERTIFICATE OF DIRECTOR OF FINANCE:

I certify that the expenditure contemplated by this document is within the purpose of the appropriation to which it is to be charged and that there is an unencumbered balance of appropriated and available funds to pay therefore.

Mary Mannix-Decker, Director of Finance

APPROVED AS TO FORM:

Assistant City Attorney

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**CITY OF SPRINGFIELD
STATEMENT OF "NO PROPOSAL"
REQUEST FOR PROPOSAL #140-2016**

RETURN THIS PAGE ONLY IF YOUR COMPANY PROVIDES THE PRODUCTS/SERVICES BEING BID AND DECLINES TO DO SO.

WE, THE UNDERSIGNED, HAVE DECLINED TO BID ON YOUR **RFP #140-2016** FOR **TREE INVENTORY SPRINGFIELD BOTANICAL GARDENS** FOR THE FOLLOWING REASON(S):

_____ SPECIFICATIONS ARE TOO "TIGHT", I.E. GEARED TOWARD ONE BRAND OR MANUFACTURER ONLY
(PLEASE EXPLAIN REASON BELOW)

_____ INSUFFICIENT TIME TO RESPOND TO REQUEST FOR PROPOSAL.

_____ WE DO NOT OFFER THIS PRODUCT/S OR EQUIVALENT.

_____ REMOVE US FROM YOUR BIDDERS' LIST FOR THIS COMMODITY OR SERVICE

_____ OUR PRODUCT SCHEDULE WOULD NOT PERMIT US TO PERFORM.

_____ UNABLE TO MEET SPECIFICATIONS.

_____ UNABLE TO MEET INSURANCE REQUIREMENTS.

_____ SPECIFICATIONS UNCLEAR (PLEASE EXPLAIN BELOW).

_____ OTHER (PLEASE SPECIFY BELOW).

REMARKS: _____

COMPANY NAME: _____

ADDRESS: _____

SIGNATURE AND TITLE: _____

TELEPHONE NUMBER: _____

DATE: _____